

SERIAL 10088 IGA IDEA & INNOVATION MANAGEMENT SOFTWARE SOLUTION

DATE OF LAST REVISION: August 18, 2010 CONTRACT END DATE: August 31, 2013

**CONTRACT PERIOD BEGINNING AUGUST 18, 2010
ENDING AUGUST 31, 2013**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **IDEA & INNOVATION MANAGEMENT SOFTWARE
SOLUTION**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Maricopa county Contract #C-20-11-023-M-00.. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2088001

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



CONTRACT PURSUANT TO RFP

SERIAL 10088-RFP

This Contract is entered into this 5th day of August, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and MetroStar Systems, Inc. a Virginia corporation ("Contractor") for the purchase of idea and innovation management software solution.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 5th day of August, 2010 and ending the 31st day of August, 2013.
- 1.2 The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." Final payment shall be made thirty (30) days after 'Go-Live' or Acceptance date as defined in section 6.5. The hosting fee shall be payable thirty (30) days after final acceptance according to Exhibit A.

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date

- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)
- 3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents,

representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
- 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
- 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
- 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
- 6.4.4.2 Terminate the Contract for default.

6.5 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

6.6 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.7 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.8 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

MetroStar Systems, Inc.
Attn: Sr. Vice President of Business Development
1856 Old Reston Ave. Ste. 100
Reston, VA 20190-4754

6.9 REQUIREMENTS CONTRACT:

6.9.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.9.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.9.3 Purchase orders will be cancelled in writing.

6.10 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.11 TERMINATION FOR DEFAULT:

- 6.11.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 6.11.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 6.11.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 6.11.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.15 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.18 RETENTION OF RECORDS:

6.18.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.18.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 ALTERNATIVE DISPUTE RESOLUTION:

6.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.20.1.1 Render a decision;

6.20.1.2 Notify the parties that the exhibits are available for retrieval; and

6.20.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.20.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.20.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of

the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.21 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.22 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.23 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.26 CONTRACTOR LICENSE REQUIREMENT:

6.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.27.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.27.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit B-1, Business Requirements; and

6.30.4 Exhibit C, Materials Management Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY:

CHIEF PROCUREMENT OFFICER

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT A PRICING

SERIAL 10088-IGA

NIGP CODE: 2088001

RESPONDENT'S NAME:

MetroStar Systems, Inc.

COUNTY VENDOR NUMBER :

W000017529

ADDRESS:

1856 Old Reston Avenue Suite 100

Reston VA, 20190

P.O. ADDRESS:

TELEPHONE NUMBER:

703-481-9581

FACSIMILE NUMBER:

703-481-9511

WEB SITE:

www.metrostarsystems.com

CONTACT

(REPRESENTATIVE):

Herman Hewitt

REPRESENTATIVE'S E-MAIL

ADDRESS:

hhewitt@metrostarsystems.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u> </u> %
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

<input type="checkbox"/> NET 10 DAYS	<input type="checkbox"/> NET 45 DAYS	<input type="checkbox"/> 1% 10 DAYS NET 30 DAYS
<input type="checkbox"/> NET 15 DAYS	<input type="checkbox"/> NET 60 DAYS	<input type="checkbox"/> 2% 30 DAYS NET 31 DAYS
<input type="checkbox"/> NET 20 DAYS	<input type="checkbox"/> NET 90 DAYS	<input type="checkbox"/> 1% 30 DAYS NET 31 DAYS
<input checked="" type="checkbox"/> NET 30 DAYS	<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS	<input type="checkbox"/> 5% 30 DAYS NET 31 DAYS

1.0 Pricing

The solution will be provided to the County as SaaS (software as a service). The solution is hosted by Spigit and the annual hosting fee will be paid to the Contractor.

The total annual cost includes all implementation and time and materials including travel and per diem.

Payment upon mutually agreed and
accepted milestones

Description	Monthly Cost	Annual Cost
Spigit Innovation Edition*	\$5,400.00	\$64,800.00
2,501-5,000 users	\$7,020.00	\$84,240.00
5,001-10,000 users	\$8,400.00	\$100,800.00
10,001-20,000 users	\$9,600.00	\$115,200.00
20,001-30,000 users	\$11,600.00	\$139,200.00
30,001-40,000 users	\$13,200.00	\$158,400.00

*Based on 2500 initial users including IT and administrators; and future upgrades and enhancements and no additional cost.

2.0 Additional Pricing:

Description	Monthly Cost	Annual Cost
Citizen Spigit*	\$5,000.00	\$60,000.00
SSO (single sign-on)		\$5,000.00
Total		\$65,000.00

*Includes unlimited number of citizens

EXHIBIT B

SCOPE OF WORK

1.0 BACKGROUND:

- 1.1 The County's vision is citizens servicing citizens by working collaboratively, innovatively, efficiently and effectively. The County will be responsive to their customers while being fiscally prudent.
- 1.2 The County's mission is to provide regional leadership and fiscally responsible, necessary public services so that its residents can enjoy living in a healthy and safe community. Part of its mission is focused on creating partnerships with the municipalities, public agencies, and community members to identify and begin to address the needs of the citizens and the communities of the County.
- 1.3 It is estimated that more than 2.5 million people live within the County and that this number will continue to grow. Realizing that emerging technologies can significantly augment its ability to engage constituents and communities, the County is now seeking social media tools in support of its expansion strategy.

2.0 INTENT:

This contract is for the purchase of an idea and innovation management software solution. The software solution will be procured by a GSA Schedule 70 contract GS-35F-0816P vendor, MetroStar Systems, Inc. (Contractor). The Contractor will partner with Spigit to provide the software solution and hosting services for the County. Spigit's software taps into the collective intelligence within an organization and transforms it into actionable, predictive information. By incorporating incentives, idea graduation, idea trading and real-time analytics, Spigit will allow the County to get the most out of their key assets.

3.0 SOLUTION OVERVIEW:

Spigit Innovation is an open innovation platform for local governments. The software solution is able to engage County citizens in the ongoing process of civic innovation. The platform offers powerful features designed to bring citizens' ideas into the process of improving government. Some of the benefits the County will realize through the use of its idea management platform include the following. **The solution business requirements are listed in Exhibit B-1.**

- 3.1 Branding to reflect the cultural themes of the Maricopa County government
- 3.2 Simple idea submission through an intuitive Web interface
- 3.3 Support for multimedia, graphics, documents and links embedded in ideas
- 3.4 Multiple ways to provide feedback, including votes, ratings, reviews, comments, and buying/selling shares of idea
- 3.5 Powerful methods for categorizing, searching and discovering ideas
- 3.6 Advanced algorithms to surface both the top ideas and the top participants on the platform
- 3.7 Leaderboards to highlight top ideas and top participants to drive visibility and participation
- 3.8 Workflow stages that combine collective intelligence with the perspectives of designated government experts
- 3.9 Social networking tools including blogs, forums, social profiles, activity streams and tags
- 3.10 Virtual currency earned for participation and an online store where participants can buy items
- 3.11 Full access control for site managers
- 3.12 Site moderation and spam filtering
- 3.13 Comprehensive reports for ideas, participants and site activity

4.0 SCOPE OF WORK:

- 4.1 The Contractor shall provide the County with the expertise and optional resources, both human and technical, to leverage effectively the Spigit Idea Management Platform for its constituents. In order to accomplish this, the Contractor shall devote a team, including a Senior Social Media Strategist and a Community Manager, to launch its Public Facing Ideation Website. This Social Media Team with the full technical support of the Contractor shall work with the County's Innovation/Collaboration and Technology (IT) teams to develop a comprehensive strategy that leverages social media to build a sustained campaign to listen, engage, and learn. This strategy shall leverage Spigit's existing social media Idea Management platform, identify relevant emerging technologies, and suggest outreach strategies.
- 4.2 The Contractor shall work closely with the County to focus on several aspects of social media outreach and advocacy. The Social Media Team, led by the Community Manager, shall focus on supporting the County with Innovation Spigit applications of social media, including Idea Management (Spigit Innovation Edition).
- 4.3 The Contractor shall advise the County on the accomplishment of its outreach and advocacy goals, in support of its expansion. The first step is building sustained and open conversations with online influencers and communities, fostering a sense of trust and common interest with the County
- 4.4 The County shall be notified of additional costs and expenses relating to the solution and prior approval must be received from the County before any work is started or invoiced.

5.0 **TRAINING:**

The Contractor shall provide the following training and professional services:

- 5.1.1 Readiness Assessment and Plan
- 5.1.2 Project Kickoff Session (via WebEx)
- 5.1.3 2 Training Sessions (via WebEx)*
- 5.1.4 Best-Practices Consultation

* The two training classes are conducted via WebEx and are each 60-90 minutes in length. Any number of people can attend. Classes explain all the functions and controls of Spigit, and are designed for people who will have administrative access to the system

6.0 **SUPPORT:**

The Contractor provides customer support through Spigit's customer service center. Telephone support is available from 9:00 am PST – 5:00 pm PST at 1-888-SPIGIT-9. Email support is available 24 X 7 at support@Spigit.com. Spigit shall respond to customer support inquiries based on the following services level schedule.

Level 1 - the System is inaccessible to all users of the system either due to hardware or software failure

Level 2 - the System is accessible; however, a subset of the functional modules are unavailable to all users of the System either due to hardware or software failure

Level 3 - Any Product issue that is not Level 1 or Level 2

Inquiry - Application usage/functionality or product enhancement request

SEVERITY	RESPONSE TIME
Level 1	2 Hours
Level 2	8 Hours

Level 3	72 Hours
Inquiry	72 Hours

7.0 **HOSTING REQUIREMENTS:**

To ensure its customers' access to information, Spigit maintains facilities at a Tier 1 data center providing an environment with redundant UPS power units with backup diesel generators, redundant HVAC facilities, redundant carrier grade internet backbone connections, advanced intrusion detection systems, denial of services mitigation and 24/7/365 network operating center (NOC) monitoring and security services.

The County shall retain the option of requesting, on an annual basis, that the Contractor provide to the County and/or its auditors a copy of the SAS 70 report, type 1 or type 2 as applicable. The County may at its sole discretion make exception to the delivery of a copy of the report by allowing the Contractor to produce said report for viewing purposes only, however, if the Contractor exercises this option the production of the report and length of production time shall be at the County's option, but will not be duly burdensome.

8.0 **IMPLEMENTATION PLAN:**

Figure 1 illustrates the "best-practice" launch timeline for a first-time innovation community client. Generally speaking, actual product launch is achieved in six (6) weeks. Over an accelerated time-to-launch of 3-4 weeks, greater emphasis is placed on readiness activities, most of which take place in the "mobilize" phase and "soft launch" – which is a one-week trial period executed with a smaller portion of the community population. The Contractor's focus is on learning-by-doing. In most cases, the use of social or collaborative networking tools is not new to those who are plugging into Spigit. However, what is new is the set of practices around how ideas are organized and graduated, how moderators and experts are identified and mobilized, and the concept of reputation-building and its impact on the ranking of ideas and public stature of individuals. There are also "trust and fairness" sensitivities around how ideas are treated and the participatory awards that are assigned for various actions (idea submittal, voting, posting, reviews). These factors will all be influenced by the County DNA.

The Contractor shall develop the final implementation based on the agreed upon goals and priorities of the County.

Figure 1: First-Time Launch Cycle

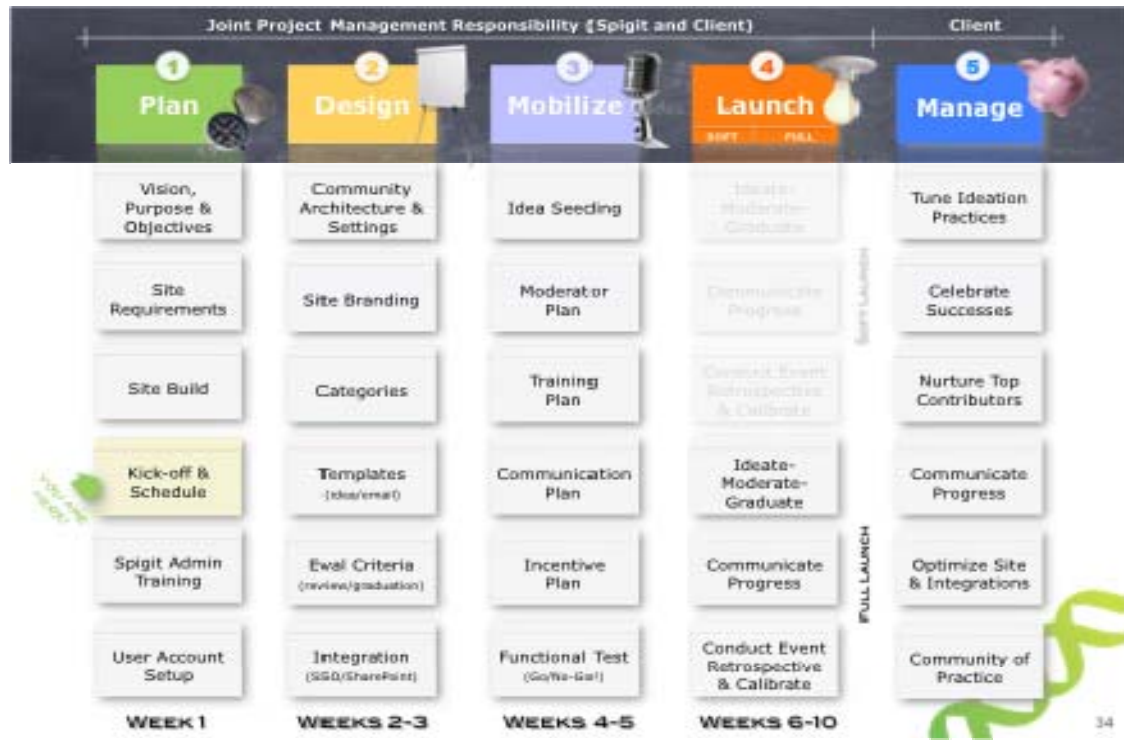


EXHIBIT B-1
BUSINESS REQUIREMENTS

#	Business Requirement Description	Spigit Capability
1	The ability to access the application through the intranet	Yes, Spigit can be accessed this way, using single sign on and https
2	The ability to access the application through the internet	Yes, Spigit is designed to be accessed this way
3	The ability for the service selected to allow branding of the product	Yes, included in the price is Spigit design time to customize the look for Maricopa
4	The ability to provide an electronic form to easily enter a new idea and provide prescriptive guidance to the idea-contributors about what information is expected in each data field	Yes, Spigit provides an XML like language to design the template to submit ideas. This can include required fields and drop downs with specific options.
5	The ability to provide mandatory fields; if they are not filled-in properly; the system should not accept the idea until the missing information is entered	Yes, Spigit can make fields mandatory in the idea template
6	The ability for the end user to submit an idea through a handwritten or email format to Idea Catalyst team members	Spigit does have an email interface for idea submission, but it is not widely used. Handwritten submissions would need to be transcribed into the system, but an administrator could change ownership to the submitter once the idea has been entered
7	The ability to provide an easily accessible, understandable description of the "idea process" to potential users.	Spigit has the capability to place help documents accessible to users - would a recommend a description on the splash page
8	The ability for Idea Catalyst team members to enter manual (hand written) ideas into the system	Spigit allows an idea to be entered, and for the owner of the idea to be changed
9	The ability to provide clear instructions on procedures for submitting idea in a manual (hard copy) or via email	The Spigit user manual is included with Spigit in PDF format and includes clear instructions

#	Business Requirement Description	Spigit Capability
10	The ability to provide clear instructions within the application on how the submission of ideas will progress through the process	Spigit's user manual describes idea stages, and the help pages clearly describe the evolution of an idea through stages to acceptance or rejection
11	The ability to provide navigation from the EBC page for employees to access "idea factory" application	A simple hyper-link will take employees from the EBC page to the Spigit application
12	The ability to assign a classification to an idea	Spigit supports categories or classifications of ideas; in fact an idea must be submitted within a category or classification
13	The ability to provide spell/grammar functionality within the system	Spigit supports spell check
14	The ability to provide and support an FAQ page	Spigit provides FAQ capability, controlled by the administrator. This could be in the form of a blog, for example.
15	The ability to list which reason will benefit from the idea-- allow an "unsure" response	This can be controlled on the idea submission template, and "unsure" could be on a drop-down.
16	The ability for an idea to have one or more authors	Spigit supports both a single author and the notion of a team submitting an idea.
17	The ability to request that the author/idea generator provide potential keywords relating to the idea	Spigit supports the ability for the author to submit keywords; importantly, Spigit provides auto completion, so you end up with "green" as a tag rather than "greening" "greener" greenwash" etc. Makes subsequent search much easier.
18	The ability to ensure that the idea author and date idea submitted are clearly identified	Yes, Spigit shows the idea author and date submitted when an idea is available for viewing
19	The ability to allow submitted ideas the functionality of adding attachments to link supporting documents to an idea	Spigit supports documents being attached, as well as video files and hyperlinks

#	Business Requirement Description	Spigit Capability
20	Allow follow-up communication to idea author	Each idea can receive comments, much like a blog. Or the administrator can send a message directly to the author.
21	The ability to provide a blog type environment to allow comment/collaboration on submitted ideas	Spigit supplies this, as well as a "private space" or wiki for team members to collaborate before going back out into the public space
22	The ability to rate idea	Spigit allows people to vote up or down on an idea, or to submit a star rating. The impact of the vote is weighted by the reputation of the voter.
23	The ability when rating an idea that only one rating per user (the latest entry) will be considered	Yes, Spigit maintains security in this area, and a user can only rate an idea once. Moreover, the author cannot vote on his own idea.
24	The ability to ensure employees can view/review submitted ideas to see if what they are considering for submission has already been submitted.	Users can search for similar ideas by category, tags, and keywords. Moreover the system will automatically perform keyword and tag searches, and notify a user before he submits an idea if there are similar ideas in the system.
25	The ability for an idea contributor to follow an idea through all phases from approval through implementation	Spigit allows for a large number of phases in idea workflow. Icons can be associated with each phase, and viewers can see by description and by icon which phase an idea is in
26	The ability for the system to generate automatic notifications at different stages in the idea lifecycle	When an idea advances to another stage the system can generate an email notification
27	The ability to identify and notify departments that an idea relating to their department has been submitted	Spigit has the capability to send automatic email notification based on criteria such as tags, category, and author. If a department is associated with one of these criteria(such as a category) then they will receive email notification

#	Business Requirement Description	Spigit Capability
28	The ability for users to subscribe for notification services relating to the status of ideas	Yes, users can ask to be notified based on author, comments, tags, category, etc.
29	The ability to subscribe to notifications triggered by identified key words	Yes, this is one of the subscription services.
30	The ability to generate a personalized acknowledgement that an idea has been successfully submitted	The system creates an acknowledgement, this acknowledgement message can be changed by the administrator to be customized for Maricopa
31	The ability to highlight “Hot Ideas” or “Ideas of the Month” (i.e. on front page of Factory or even on front page of EBC)	Spigit has a feature which allows the admin to highlight ideas on the homepage. Also, there is a feature which can highlight people or ideas in free form on the home page
32	The ability to provide an administrative function for managing ideas	Spigit provides significant management capabilities to the administrator, such as changing a category, changing the owner, changing the stage an idea is in, combining ideas, etc.
33	The ability for administrators to easily characterize ideas	The Spigit administrator has many powers, such as moving an idea into a different category, editing tags, etc.
34	The ability to allow administrators to easily see comments and ratings of ideas by others	Yes, these can be viewed by clicking on the idea
35	The ability to quickly and efficiently move ideas from approval to development	Yes, the administrator can change the phase or stage of an idea with a few clicks of the mouse
36	The ability for administrators to perform content checks of submitted ideas (i.e. checks for bad language, etc.)	Moderation can be turned on, which prevents an idea from being posted until it has been reviewed. Spigit also has a Spam filter that can be turned on that will catch specified words and put the idea into moderation.

#	Business Requirement Description	Spigit Capability
37	The ability to track all user interactions through user-generated credentials (active directory) rather than entering names as text	Spigit tracks all user interactions, such as posting ideas, comments, voting, etc. The report of these interactions with the user id, which can come from active directory
38	The ability to provide role based security	Yes, all security is role based, which controls what is visible to a user, and what he post to (some things might be read only). Roles can be created by the administrator, and rights defined for each role.
39	The ability to communicate/present the status of ideas within the workflow-- Dashboard status	Spigit supplies extensive dashboard displays, including the status/phase of ideas, the categories of ideas, etc.
40	<p>The ability to track attributes of an idea through the process of implementation. Examples of items:</p> <ul style="list-style-type: none"> a) Implementation lead/Project Manager b) Implementation sponsor c) Implementation team members d) Implementation timeline e) Resource funding information f) Stage of implementation (development, etc.) with date of movement to next stage g) Implementation comments 	Spigit supports many stages. One customer, for example, is using 18 stages, primarily for tracking implementation. All attributes of the idea remain with the idea through different stages in Spigit.
41	The ability to provide users the functionality to directly input suggestions for site improvement directly from site (or create an Idea Factory Category for site/process improvement)	A category titled "Idea Factory site improvement" will be a great place for these kinds of ideas, comments, and suggestions
42	The ability of a submitter to comment on their own idea (blog).	Spigit supports blogs, and also the ability for an idea owner to respond to comments on his idea, or make his own comments

#	Business Requirement Description	Spigit Capability
43	The ability to evaluate results on a completed idea	Spigit supports a review process. The review template can be configured by the administrator and used for evaluating a completed idea.
44	The ability to create a best practices knowledge base of implemented ideas	A community entitled “best practices” can be created, and implemented ideas can be moved to this community for search and viewing.
45	The ability to create/generate identified reports (reporting services)	Spigit supports 4 standard reports, as well as custom reports, and will be offering ad hoc reporting in the next major release
46	The ability to provide users search functionality, including searching on key words	Yes, multiple ways to search, and searches can be saved
47	The ability to provide search options that allow users to quickly group items for analysis and reporting purposes	Yes, for example showing all ideas by which category they are in, or all ideas by which stage they are in
48	The ability to provide end users an easy way to search for ideas based on a broad category and to narrow their search if applicable	Yes, a user can start with a specific category, and then search for tags or keywords within that category
49	The ability to “package” an idea for presentation and review (i.e. attach blogs to idea).	Spigit allows ideas to be voted on, rated, and commented on, and this entire “package” is accessible to a reviewer. Spigit also supports documents being attached as well as video.
50	The ability to provide comments on why an idea was approved/not approved	Yes, Spigit can require a certain role to approve an idea before it can move into the next stage. The person performing that review has the option of providing comments back to the idea owner
51	The ability to provide a specialized repository to store graphical information to support textual information in the blog entries when appropriate	Spigit supports documents, video, and graphic files as in integral part of ideas

#	Business Requirement Description	Spigit Capability
52	The ability to view all ideas in summary and expandable version	Spigit supports both summary and expanded views of all ideas
53	The ability to report on and remove inappropriate comments from the blog	The administrator can remove comments. Anyone can notify the administrator of a potential problem.
54	The ability to identify the approver of an idea	Spigit tracks all user interactions, including idea approvals
55	The ability to present opinion polls or a "Feature of the Month"	Spigit offers polling capability on topics the administrator posts
56	The ability for a user to create an account/or unique identifier	Typically only an administrator can create an account. However, users can create their own nicknames, and associate pictures or avatars with themselves. We have one customer that is only posting via nicknames.
57	The ability to allow "guest" logins to the application	A login called "guest" can be created, and the password published. We have no customers doing this right now. We have had customers allow open access for viewing, but only people who register can post comments or ideas. This registration is a simple process but allows users to be unique.
58	The ability to index data for improved search capabilities	Spigit allows indexing or search by keywords, tags, categories, author, and idea stage. This is at the user level. At the database level, the application does index data to improve responsiveness
59	The ability to provide a user interface that is graphically appealing	Our customers tell us Spigit is very appealing

#	Business Requirement Description	Spigit Capability
60	The ability to virtual currency/rewards to encourage participation and discover “winners”	Virtual currency is part of Spigit’s philosophy of social rewards for participation, and can be a very compelling feature of the system. It can also be used in an idea market, where ideas are bought and sold, which is another way to determine the very best ideas.
61	The ability to self-police and manage reputation of users to discourage misuse of voting and general misuse of the application	Reputation of the user is a key feature which discourages “noisy” users, as their reputation will go down. Spigit rewards quality posting, not just quantity. The reputation is factored into the virtual currency rewards associated with every activity, such as voting, commenting, and posting ideas.

EXHIBIT C

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees,

and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts